

BUSINESS SELF-MOVE AGREEMENT

It is hereby understood and agreed by: _____, herein "Claimant", and _____, herein "Agency", that the amount to be paid to the Claimant by the Agency for the relocation of all business fixtures, equipment, stock, inventory, and other items of personalty as provided by 49 CFR 24.303(a)(1), (2) and (3) and itemized on the "Personal Property Inventory" (Attachment A) not acquired as part of the real property at the displacement location at: _____ and based upon the Move Specifications prepared by the Claimant (Attachment B) is:

\$_____.

The terms of this agreement are as follows:

1. No claim for payment, except for advance payments, shall be honored by the agency until:
 - (a) The Claimant has completed the relocation of all items listed in the "Personal Property Inventory" (Attachment A) and relocated as required by the "Move Specifications" (Attachment B).
 - (b) The Claimant has certified that items listed in the "Personal Property Inventory" (Attachment A) were actually relocated to the replacement site "Post-Move Verification" (Attachment C).
 - (c) A representative of the Agency has personally inspected the displacement and replacement locations to verify completion of the move "Post-Move Verification" (Attachment C).
 - (d) The displaced business has secured estimates pursuant to the self-move advisory issued by the DHCD Bureau of Relocation.
2. If upon inspection by a representative of the Agency any portion(s) of the items on the "Personal Property Inventory" (Attachment A) were not relocated to the replacement site in the manner prescribed in the Move Specifications (Attachment B), for any reason whatsoever, an appropriate reduction in the agreed amount shall be made by the Agency.
3. The Relocation Claim Form for payment shall be submitted within eighteen (18) months of the date of moving from the acquired premises.

Neither the Agency nor any officer or employee thereof shall be responsible for any damage or liability occurring by reasons of anything done or omitted to be done by Claimant under or in connection with the agreement. It is also understood and agreed that the Claimant shall fully indemnify and hold the Agency

harmless for any liability imposed by injury or damage to property occurring by reasons of anything done or omitted by Claimant in connection with this agreement.

In the event the actual cost of the move exceeds the amount agreed upon above only those additional costs which can be shown to have been actually required in order to complete the move will, within certain limitations, be reimbursed. In this event, the actual cost of the entire move must be itemized and documented in support of the claim. All moving expense records are subject to review and audit by a representative of the Agency as well as the Bureau of Relocation. The total cost, under any circumstance, shall not exceed the amount of the lowest bid or estimate.

Unless otherwise provided, this agreement does not include expenses for searching for a replacement site, substitute equipment, actual direct loss of property, or re-establishment expenses. The cost for these items will be included, as deemed appropriate, by the Claimant upon filing of their Relocation Claim. Costs for these items must be documented as required by 760 CMR 27.00.

Claimant

Date

Approved:

Agency

Title

PAGE ____ OF ____
ATTACHMENT A

Replacement Address (if known):_____

T = Telecommunications

Floor / Area / Basement

PAGE ____ OF ____
ATTACHMENT A

Floor / Area / Basement

[illegible]

MOVE SPECIFICATION

Date: _____

Prepared By:_____

For: _____
(Name of Business)

(Displacement Location)

Replacement Address (if known): _____

THE FOLLOWING ITEMS WILL REQUIRE DISCONNECTING, MOVE AND RECONNECTING. BIDS OR ESTIMATES ARE BASED ON PROVIDING SERVICES DESCRIBED BELOW:

Work Category: _____ Location: _____
(Floor / Area / Basement)

[illegible]

MOVE SPECIFICATION

PAGE ____ OF ____
ATTACHMENT B

Work Category: _____ Location: _____

[illegible]

POST-MOVE VERIFICATION

ATTACHMENT C

All items as listed on the “Personal Property Inventory”, a copy of which is attached, have been relocated from the subject property to the replacement location as indicated in the relocation specifications.

CLAIMANT

DATE

I have personally inspected the subject property and verified that all items of personal property listed in the “Move Specification” have been removed. I also inspected the replacement property to verify that the items were relocated thereto, as indicated in the “Move Specifications”.

AGENCY REPRESENTATIVE

DATE